

REMARKS

By this amendment, claims 29-50 are pending, in which claims 1-28 have been previously canceled, no claims are withdrawn from consideration or newly presented, and claim 29 is currently amended. No new matter is introduced. Claim 29 has now been amended to provide a clearer antecedent basis for “account information” by labeling it “user account information” to be more consistent with the previous recitation of “user account information.” This change is not believed to raise new issues requiring further consideration and/or search, and it is therefore respectfully requested that the present amendment be entered under 37 C.F.R. §1.116.

The final Office Action mailed June 25, 2008 rejected claim 29 under 35 U.S.C. § 112, second paragraph, as being indefinite, claims 29-41 as obvious under 35 U.S.C. § 103 based on *Domenikos et al.* (US 2001/0047386), claims 42-48 as obvious under 35 U.S.C. § 103 based on *Anderson et al.* (US 2002/0091572) in view of *Domenikos et al.* (US 2001/0047386), claim 49 as obvious under 35 U.S.C. § 103 based on *Anderson et al.* (US 2002/0091572) in view of *Mackenthun* (US 5,969,318), and claim 50 as obvious under 35 U.S.C. § 103 based on *Anderson et al.* (US 2002/0091572) and *Mackenthun* (US 5,969,318) in view of *Bellosguardo* (US 7,222,097).

The amendment to claim 29 is made to reduce issues for potential appeal. However, even with the amendment to claim 29, the Office Action would appear to find the claim indefinite based on the recitation of “user account information” because of a mistaken belief that “user account information” refers to a database, e.g., database 130 in Figure 1, comprising only information relating to “name, PIN, account number, payment information, and contact information” (Office Action-page 3). While database 130 in Figure 1, for example, may comprise the information noted by the Office Action, the claimed recitation of “a database configured to store a **plurality of user profiles**, each user profile **specifying user account**

information identifying the prepaid services of a plurality of the prepaid service providers” is much broader than that. As claim 29 recites, for each user profile, there is a **“specifying user account information identifying the prepaid services of a plurality of the prepaid service providers.”** The Examiner is reminded that MPEP §2173.02 states that definiteness of claim language must be analyzed, not in a vacuum, but in light of: (A) The content of the particular of the application disclosure; (B) The teachings of the prior art; and (C) The claim interpretation that would be given by one possessing the ordinary level of skill in the pertinent art at the time the invention was made.

Accordingly, Applicants respectfully request withdrawal of the indefiniteness rejection of claim 29.

Applicants respectfully traverse the rejection of claims 29-41 under 35 U.S.C. § 103 based on *Domenikos et al.*

The Office Action acknowledges, at page 5, that *Domenikos et al.* lacks any teaching of “wherein the web portal is further configured to transmit the user account information stored in a user profile to a respective user” and turns to *Anderson et al.* to provide for this deficiency.

The rejection is flawed, *ab initio*, because *Anderson et al.* forms no part of the statement of the rejection. Where a reference is relied on to support a rejection, whether or not in a minor capacity, there would appear to be no excuse for not positively including the reference in the statement of the rejection. *In re Hoch*, 428 F.2d 1341, 1342 n.3, 166 USPQ 406, 407 n.3 (CCPA 1970).

However, even assuming *Anderson et al.* formed part of the rejection, the combination of *Domenikos et al.* and *Anderson et al.* would still not make the subject matter of claim 29 obvious, within the meaning of 35 U.S.C. § 103.

Claim 29 recites, for example, “a database configured to store a plurality of user profiles, each user profile specifying **user account information identifying the prepaid services of a plurality of the prepaid service providers, wherein the web portal is further configured to transmit the user account information stored in a user profile to a respective user.**” At best, referring to the cited paragraph [0029] of *Anderson et al.*, the reference provides “a common customer care interface for both prepaid and postpaid services,” provides “an interface between the prepaid system 50 and the billing system 20,” provides “a single view for the prepaid and postpaid customer with centralized data accessing and processing,” enables “a customer to switch easily from prepaid and postpaid service and from postpaid to prepaid service,” and “provides the ability to look up prepaid and postpaid calls for customer care inquiries.” But there is no teaching in the cited portion of *Anderson et al.* indicative of transmitting to a user, “user account information stored in a user profile,” where that user account information identifies “the prepaid services of **a plurality of the prepaid service providers.**”

This is so because *Anderson et al.* does not provide for a “plurality of the prepaid service providers,” as the prepaid system 50 of *Anderson et al.* relates to only a single service provider. Thus, while *Anderson et al.*, may provide interfaces for a prepaid service, there is no indication therein that “user account information identifying the prepaid services of **a plurality of the prepaid service providers,**” is transmitted to “a respective user.”

Moreover, if *Anderson et al.* is combined with *Domenikos et al.*, the combination would, at best, result in a system whereby each of the plurality of service providers in *Domenikos et al.* would need to be outfitted with a prepaid system 50, as disclosed by *Anderson et al.* Such a modification would not result in “**a database** configured to store a plurality of user profiles, each user profile specifying user account information identifying the prepaid services of a plurality of the prepaid service providers, wherein the web portal is further configured to transmit the user

account information stored in **a user profile** to a respective user,” as claimed because there would need to be a separate database and a separate user profile for each prepaid system 50.

Accordingly, the Office Action has not established a *prima facie* case of obviousness and the Examiner is respectfully requested to withdraw the rejection of claims 29-41 under 35 U.S.C. § 103.

Applicants also respectfully traverse the rejection of claims 42-48 under 35 U.S.C. § 103 based on *Anderson et al.* in view of *Domenikos et al.*

Claim 42, for example, recites “receiving **a request**, at a web portal, from a user among a plurality of users **for information relating to a plurality of prepaid services** offered by a plurality of prepaid service providers, the request including a selection of one of the prepaid services input by the user; and **retrieving a profile** for the user, **the profile specifying user account information corresponding to one or more of the prepaid services of each of the plurality of prepaid service providers**; and transmitting the information relating to the prepaid services for presentation to the user **according to the profile.**”

The Office Action takes the position that *Anderson et al.* discloses these features but for a “plurality of services being offered by a plurality of service providers,” relying on *Domenikos et al.* for that feature. However, it is precisely because *Anderson et al.* fails to disclose a “plurality of services being offered by a plurality of service providers,” that *Anderson et al.* cannot disclose a request from a user “**for information relating to a plurality of prepaid services** offered by a plurality of prepaid service providers.” Any information requested by or presented to a user in *Anderson et al.* relates to a **single** service of a service provider, as there is but a single prepaid system 50 disclosed in *Anderson et al.* The user can view the particulars of a prepaid or postpaid account, e.g., the customer can view prepaid and postpaid calls (Paragraph [0029]) of that single service. But the customer in *Anderson et al.* cannot retrieve a user profile, where the

profile specifies “user account information corresponding to one or more of the prepaid services of each of **the plurality of prepaid service providers.**” That is, a user in *Anderson et al.* may request information relating to a single prepaid service and the information relating to that single prepaid (or postpaid) service may be viewed by the user. The user in *Anderson et al.* is not presented with **information** relating to a **plurality** of prepaid services, along with a selection of one of the prepaid services input by the user.

The reliance of the Office Action on *Domenikos et al.* to provide for this deficiency of *Anderson et al.* is misplaced because while *Domenikos et al.* provides for consumers to purchase products such as services online and in real time from a plurality of different vendors, there would have been no reason, absent impermissible hindsight, to modify *Anderson et al.* in such a manner as to provide for user interaction with a plurality of vendors. *Anderson et al.* relies on a single prepaid system 50 that allows users to view information relating to a single prepaid service. The prepaid system 50 may be integrated with a billing system 20 to enable the user to replenish the prepaid service. The user may be permitted to “perform lookups of payments and balances on their prepaid and postpaid accounts” (paragraph [0029]). However, there is nothing to suggest that a **single** prepaid system 50 set up by a single service provider to allow access to that service provider’s customers should be expanded to include information relating to a **plurality** of service providers, even in the face of the teaching by *Domenikos et al.* of purchasing services from a plurality of service providers. The prepaid system 50 of *Anderson et al.* belongs to but a single service provider and that single service provider is not likely to share its property, including customer databases, profiles, and sensitive financial information, with other service providers.

Thus, not only is there no suggestion to modify the single prepaid system 50 of *Anderson et al.* in some manner as to permit customers to view “information relating to a plurality of

prepaid services offered by a plurality of prepaid service providers,” as recited in claim 42, but one of ordinary skill would conclude that the opposite is true, i.e., that prepaid system 50 of *Anderson et al.* should stay relevant to only a single service provider.

Moreover, if the teaching by *Domenikos et al.* regarding purchasing services from a plurality of service providers were to be applied to the system of *Anderson et al.*, one might modify *Anderson et al.* to provide for a plurality of prepaid systems 50 -- one for each of the plurality of service providers. However, such a modification, even assuming there was a suggestion to make it, would not provide for “receiving a request, at a web portal...for information relating to a plurality of prepaid services offered by a plurality of prepaid service providers, the request including a selection of one of the prepaid services input by the user,” because there would need to be a plurality of requests, one for each of the prepaid systems 50. Furthermore, there would be no “retrieving a profile for the user, the profile specifying user account information corresponding to one or more of the prepaid services of each of the plurality of prepaid service providers,” as also required by the claim, because a user profile would need to be retrieved from each of the plurality of prepaid systems 50 in the modified system of *Anderson et al.* There would be no single user profile corresponding to one or more of the prepaid services of each of the plurality of prepaid service providers,” as recited in claim 42.

Accordingly, no *prima facie* case of obviousness has been established with regard to independent claim 42 and the Examiner is respectfully requested to withdraw the rejection of claims 42-48 under 35 U.S.C. § 103.

Applicants also respectfully traverse the rejection of claims 49 and 50 under 35 U.S.C. § 103.

For the reasons above, *Anderson et al.* fails to teach that the prepaid service is provided by a plurality of different service providers (which is acknowledged by the Office Action, at page

10), and *Mackenthun* does not provide for this deficiency because any modification to *Anderson et al.* to provide for a plurality of different service providers would result in a system having a plurality of prepaid systems 50 and this would not meet the feature, in claim 49, of “presenting, via a web interface, the prepaid service of the first provider and the prepaid service of the second provider as **a bundled service.**”

Moreover, Applicants disagree with the assessment by the Office Action, at page 10, that *Anderson et al.* discloses such a “bundled service” at paragraphs [0029] and [0030]. Those portions of the reference may recite a “packaged solution,” and a “common customer care interface for both prepaid and postpaid services,” etc., but this is not a “bundled service” comprising “the prepaid service of the first provider and the prepaid service of the second provider,” as claimed, because *Anderson et al.* relates to but a single service provider. There is no first provider and second provider in *Anderson et al.*

Bellosguardo, applied in the rejection of claim 50, in combination with *Anderson et al.* and *Mackenthun*, does not provide for this deficiency in the primary references.

Accordingly, no *prima facie* case of obviousness has been established with regard to independent claim 49 and the Examiner is respectfully requested to withdraw the rejection of claims 49 and 50 under 35 U.S.C. § 103.

Therefore, the present application, as amended, overcomes the rejections of record and is in condition for allowance. Favorable consideration is respectfully requested. If any unresolved issues remain, it is respectfully requested that the Examiner telephone the undersigned attorney at (703) 519-9952 so that such issues may be resolved as expeditiously as possible.

To the extent necessary, a petition for an extension of time under 37 C.F.R. §1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper,

including extension of time fees, to Deposit Account 504213 and please credit any excess fees to such deposit account.

Respectfully Submitted,

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